

Elizabeth L. White  
CLERK OF THE MARION CIRCUIT COURT

2. At all times relevant to this complaint, the Defendant, Rick Haskins, individually and doing business as Floors 2 Your Door, was an individual engaged in business as a home improvement contractor with a principal place of business in Marion County, at 8060 B North Shadeland Avenue, Indianapolis, Indiana, 46205.

3. At all times relevant to this complaint, the Defendant, Ron Chapman, individually and doing business as Floors 2 Your Door, was an individual engaged in business as a home improvement contractor with a principal place of business in Marion County, at 8060 B North Shadeland Avenue, Indianapolis, Indiana, 46205.

### FACTS

4. At least since June 22, 2007, the Defendants have entered into home improvement contracts with Indiana consumers.

#### **A. Allegations related to Defendants' consumer transaction with Andrew and Hilary Combs**

5. On February 19, 2008, the Defendants entered into a contract with Andrew and Hilary Combs ("the Combs") of Greenwood, Indiana, wherein the Defendants represented that they would sell and install laminate floors for Two Thousand Four Hundred Forty Six Dollars and Six Cents (\$2,446.06), of which the Combs paid Four Hundred Eighty Nine Dollars (\$489.00) as a down payment and had One Thousand Nine Hundred Fifty Seven Dollars and Six Cents (\$1,957.06) applied to their Mohawk/GE Money Bank credit line. A true and correct copy of the Defendants' contract with the Combs is attached and incorporated by reference as Exhibit "A".

6. At the time of contract formation the Defendants verbally represented that installation would begin in six to eight weeks.

7. On April 2, 2008, the Combs contacted the Defendants to inquire about the status of their floor order but were unable to reach a representative. On April 15, 2008, after several phone calls to determine the status of their order and no reply, the Combs decided to call and cancel their order. The Defendants told the Combs that their credit line would be credited One Thousand Nine Hundred Fifty Seven Dollars and Six

Cents (\$1,957.06) and their deposit of Four Hundred Eight Nine Dollars (\$ 489.00) would be returned within two weeks. The Defendants neither credited the Combs credit line, nor issued a refund.

8. The Defendants failed to include the following information in the contract with the Combs:

- a. the approximate starting and completion dates of the home improvements;
- b. a statement of any contingencies that would materially change the approximate completion date; and
- c. a legible printed or typed version of each party's name directly after or below the signature on the contract.

9. Due to these deficiencies the Defendants failed to give the consumers a fully executed copy of the contract.

10. The Defendants have not delivered the flooring, completed the installation, nor issued a refund to the Combs.

**B. Allegations related to Defendants' consumer transaction with Steve Huseman**

11. On March 10, 2008, the Defendants entered into a contract with Steve Huseman ("Huseman") of Noblesville, Indiana wherein the Defendants represented that they would sell and install carpet for Two Thousand Four Hundred Eighty Four Dollars and Twenty Two Cents (\$2,484.22), of which Huseman paid the full amount. A true and correct copy of the Defendants' contract with Huseman is attached and incorporated by reference as Exhibit "B".

12. At the time of contract formation the Defendants represented that installation would be completed by the first week of April.

13. The installation occurred as scheduled, but the carpet seaming was done incorrectly and some areas of the carpet did not match.

14. The Defendants failed to include the following in their contract with Huseman:

- a. a statement of contingencies that would materially change the approximate completion date;
- b. a legible printed or typed version of each party's name directly after or below the signature on the contract.

15. Due to these deficiencies the Defendants failed to give the consumers a fully executed copy of the contract.

**C. Allegations related to Defendants' consumer transaction with Karen Smith-Randt**

16. On March 20, 2008, the Defendants entered into a contract with Karen Smith-Randt ("Smith-Randt") of Carmel, Indiana wherein the Defendants represented that they would sell and install carpet for Four Thousand Six Hundred Sixty One Dollars and Sixty Seven Cents (\$4,661.67), of which Smith-Randt paid the full amount. A true and correct copy of the Defendants' contract with Smith-Randt is attached and incorporated by reference as Exhibit "C".

17. At the time of contract formation the Defendants represented that installation would be completed by May 17, 2008.

18. On May 19, 2008, Defendant Ron Chapman telephoned Smith-Randt and asked to reschedule the installation date. Smith-Randt declined to reschedule.

19. The Defendants failed to include the following information in the contract with Smith-Randt:

- a. a statement of contingencies that would materially change the approximate completion date; and
- b. a legible printed or typed version of each party's name directly after or below the signature on the contract.

20. Due to these deficiencies the Defendants failed to give the consumers a fully executed copy of the contract.

21. The Defendants have not delivered the carpet, completed the installation, nor issued a refund to Smith-Randt.

**D. Allegations related to Defendants' consumer transaction with Jeffrey Dunn**

22. On March 22, 2008, the Defendants entered into a contract with Jeffrey Dunn ("Dunn") of Fortville, Indiana wherein the Defendants represented that they would sell and install carpet for the contract price of Three Thousand Dollars (\$3,000.00), of which Dunn paid One Thousand One Hundred Sixty Three Dollars and Eight Cents (\$1,163.08) by Dunn's Visa credit card as a down payment and paid One Thousand Eight Hundred Thirty Six Dollars and Ninety Two Cents (\$1,836.92) by check. A true and correct copy of the Defendants' contract with Dunn is attached and incorporated by reference as Exhibit "D".

23. At the time of contract formation the Defendants represented that installation would be completed in four to six weeks.

24. On May 21, 2008, after several weeks of delay, Dunn demanded a full refund and was given a receipt showing that his Visa credit card was credited Three

Thousand Dollars (\$3,000.00). However, Dunn's Visa credit card was never credited and Dunn has been unable to reach the Defendants since that time.

25. The Defendants failed to include the following information in the contract with Dunn:

- a. a statement of contingencies that would materially change the approximate completion date; and
- b. a legible printed or typed version of each party's name directly after or below the signature on the contract.

26. Due to these deficiencies the Defendants failed to give the consumers a fully executed copy of the contract.

27. The Defendants have not delivered the carpet, completed the installation, nor issued a refund to Dunn.

**E. Allegations related to Defendants' consumer transaction with Jerry Terrell**

28. On April 18, 2008, the Defendants entered into a contract with Jerry Terrell ("Terrell") of Indianapolis, Indiana wherein the Defendants represented that they would sell and install carpet for the contract price of Five Thousand Four Hundred dollars (\$5,400.00), of which Terrell paid Two Thousand Seven Hundred Dollars (\$2,700.00) as a down payment. A true and correct copy of the Defendants contract with Terrell is attached and incorporated by reference as Exhibit "E".

29. At the time of contract formation the Defendants verbally represented that installation would begin the week of May 18, 2008.

30. On June 3, 2008, after several attempts to confirm the installation date and receiving no reply, Terrell left a message on the answering machine of Floors 2 Your Door, demanding a refund. Terrell received no response to his message.

31. The Defendants failed to include the following information in the contract with Terrell:

- a. the approximate starting and completion dates of the home improvements;
- b. a statement of any contingencies that would materially change the approximate completion date; and
- c. a legible printed or typed version of each party's name directly after or below the signature on the contract.

32. Due to these deficiencies the Defendants failed to give the consumers a fully executed copy of the contract.

33. The Defendants have not delivered the carpet, completed the installation, nor issued a refund to Terrell.

**F. Allegations related to Defendants' consumer transaction with Matt Fessenden**

34. On April 25, 2008, the Defendants entered into an agreement with Matt Fessenden ("Fessenden") of Fishers, Indiana wherein the Defendants represented that they would sell and install carpet for the price of Three Thousand Dollars (\$3,000.00), of which Fessenden paid the full amount. The Defendants did not provide Fessenden with a contract.

35. At the time of the agreement the Defendants represented that installation would be completed in three weeks from the date of the agreement.

36. On May 29, 2008, after several delays, Fessenden demanded a full refund and was given a receipt showing that he was credited Three Thousand Dollars (\$3,000.00). However, Fessenden's credit card was never credited and Fessenden has been unable to reach the Defendants since that time.

37. The Defendants have not delivered the carpet, completed the installation, nor issued a refund to Fessenden.

38. The Defendants' closed their business location at 8060 B North Shadeland Avenue, Indianapolis, Indiana, 46205 on or about June 2, 2008.

#### COUNT I: VIOLATIONS OF THE HOME IMPROVEMENT CONTRACTS ACT

39. The services described in paragraphs 5, 11, 16, 22, 28, and 34 are "home improvements" 24-5-11-3.

40. The contracts referred to in 5, 11, 16, 22, and 28 are "home improvement contracts" as defined by Ind. Code § 24-5-11-4.

41. The Defendants are "suppliers" as defined by Ind. Code § 24-5-11-6.

42. By failing to provide consumers with complete home improvement contracts, as referenced in paragraphs 8, 9, 14, 15, 19, 20, 25, 26, 31, 32, and 34 the Defendants violated the Home Improvement Contracts Act, Ind. Code § 24-5-11-10.

#### COUNT II: VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

43. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 42.

44. The transactions referred to in paragraphs 5, 11, 16, 22, 28, and 34 are "consumer transactions," as defined by Ind. Code § 24-5-0.5-2(a)(1).

45. The Defendants are "suppliers" as defined by Ind. Code § 24-5-0.5-3(a)(3).



46. The Defendants' violations of the Indiana Home Improvement Contracts Act, referred to in paragraphs 8, 9, 14, 15, 19, 20, 25, 26, 31, 32, and 34 constitute deceptive acts by the Defendants in accordance with Ind. Code § 24-5-11-14.

47. The Defendants' representations to consumers that the subject of the consumer transactions had characteristics or benefits it did not have, which the Defendants knew or reasonably should have known it did not have, as referenced in paragraphs 5, 6, 7, 10, 11, 12, 13, 16, 17, 18, 21, 22, 23, 24, 27, 28, 29, 30, 33, 34, 35, 36, and 37 constitute violations of the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

48. The Defendants' representations to consumers that they would be able to deliver or complete the subject of the consumer transactions within a stated period of time, when the Defendants knew or reasonably should have known they could not, as referenced in paragraphs 6, 10, 12, 17, 21, 23, 27, 29, 33, 35, and 37 constitute violations of the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).

COUNT III: KNOWING AND INTENTIONAL VIOLATIONS  
OF THE DECEPTIVE CONSUMER SALES ACT

49. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 48 above.

50. The misrepresentations and deceptive acts set forth in paragraphs 5 – 37 above were committed by the Defendants with knowledge and intent to deceive.

RELIEF

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendants, enjoining the Defendants from the following:

- a. in the course of entering into home improvement transactions, failing to provide to the consumer a written, completed home improvement contract, which includes at a minimum the following:
- i) The name of the consumer and the address of the residential property that is the subject of the home improvement;
  - ii) The name and address of the Defendants and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
  - iii) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
  - iv) A reasonably detailed description of the proposed home improvements;
  - v) If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
  - vi) The approximate starting and completion date of the home improvements;
  - vii) A statement of any contingencies that would materially change the approximate completion date;

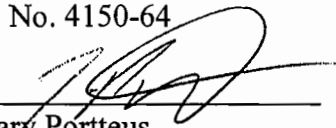
- viii) The home improvement contract price; and
  - ix) Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;
- b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;
  - c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;
  - d. representing, expressly or by implication, that the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have, and which the Defendants know or reasonably should have known it does not have; and
  - e. representing, expressly or by implication, that the Defendants are able to deliver or complete the subject of a consumer transaction within a stated or reasonable period of time, when the Defendants know or reasonably should know that they cannot.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendants for the following relief:

- a. cancellation of the Defendants' unlawful contracts with all consumers, including, but not limited to, Andrew and Hilary Combs, Steve Huseman, Karen Smith-Randt, Jeffrey Dunn, Jerry Terrell, and Matt Fessenden pursuant to Ind. Code § 24-5-0.5-4(d);
- b. consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), for reimbursement of all unlawfully obtained funds remitted by consumers to the Defendants for home improvements, including, but not limited to Andrew and Hilary Combs, Steve Huseman, Karen Smith-Randt, Jeffrey Dunn, Jerry Terrell, and Matt Fessenden, in an amount to be determined at trial;
- c. costs, pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- d. on Count III of the Plaintiff's complaint, civil penalties, pursuant to Ind. Code § 24-5-0.5-4(g), for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00) per violation, payable to the State of Indiana;
- e. on Count III of the Plaintiff's complaint, civil penalties, pursuant to Ind. Code § 24-5-0.5-8, for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana; and
- f. all other just and proper relief.

Respectfully Submitted,

STEVE CARTER  
Indiana Attorney General  
Atty. No. 4150-64

By:   
January Portteus  
Deputy Attorney General  
Atty. No. 25741-49


Office of Attorney General  
Indiana Government Center South  
302 W. Washington Street, 5<sup>th</sup> floor  
Indianapolis, IN 46204  
Telephone: (317) 232-0171

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing has been duly served upon all parties listed below by first class mail on this 11th day of September, 2008:

Rick Haskins  
213 N. 25th Avenue  
Beech Grove, IN 46107

Ron Chapman  
7547 E. Rimwood Ln.  
Indianapolis, IN 46256

  
January Portteus  
Deputy Attorney General  
Atty. No. 25741-49



FLOORING &amp; FLOOR COVERING

Direct Outlet

8060 B N. Shadeland Ave. Indianapolis, IN 46250  
(317) 585-8522 phone (317) 585-8594 fax

## PROPOSAL

## Customer

Name Hilary Combs  
Address [REDACTED]  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone \_\_\_\_\_Date 2-  
Address of  
Installation: \_\_\_\_\_  
Invoice #: \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
16 CAR.	GILKORD ECL124	\$4.99	
	DEEP GRAIN		
	MAHOGANY		
	LAMINATE		
	Installed - RR stool	N/C	
	R/Kide		
57 LF	1/4 ROUND	\$140.00	
	STOVE	\$150.00	
	TRANSITIONS 3 IN ONE		
12 S/PK	20°DN		

## Payment Details

☐ Cash  
☒ Check # 1701 \$489.00  
☐ Credit Card DNType: \_\_\_\_\_  
Card #: \_\_\_\_\_  
Exp: \_\_\_\_\_SubTotal  
Shipping & Handling

TOTAL Incl. tax

Office Use:

We hereby propose to furnish the materials and labor as specified above  
completed in a substantial workmanlike manner for the sum total listed.Respectfully submitted [Signature]Acceptance of Proposal: Signature: [Signature]Date: 2-19-08

This proposal is valid from 30 days of the date it was written.

Flooring the Future, Today!

# Floors Your Door

COLORCENTER  
Floors made simple

8060 B N. Shadeland Ave.  
(317) 585-8522 phone

Indianapolis, IN 46250  
(317) 585-8594 fax

PROPOSAL

## Customer

Name: Steve Huseman  
Address: [REDACTED]  
City: Noblesville State: IN ZIP: 46060  
Phone: [REDACTED]

Date: 3-10-08  
Address of Installation: Same  
Invoice #: F25

Qty	Description	Unit Price	TOTAL
	Heavenly Feel/Ocean Floor 528	2.80	
	includes over 816 - 3/16 - Titan Pick		
	12 X 69		
	includes take up & furniture (light to medium)		
	2 Year labor Warranty for all seams or restretch, or trip installation		
	Y2 & Y2		
	Down 3 Jump Prior / install 1st week or weekend in April		

## Payment Details

- ☐ Cash  
☒ Check # \_\_\_\_\_  
☒ Credit Card

Type: MC  
Card #: [REDACTED]

Exp: [REDACTED]

SubTotal 2343.60  
Shipping & Handling 140.62

TOTAL incl. tax 2484.22

Office Use: Dep 1242.11

Balance: 1242.11

We hereby propose to furnish the materials and labor as specified above completed in a substantial workmanlike manner for the sum total listed.

Respectfully submitted Ron Chapman

Acceptance of Proposal: Signature: [Signature] Date: 3/10/08

This proposal is valid from 30 days of the date it was written.

Flooring the Future, Today!

sample is at mohawk warehouse (Indy)

PEGGY HASKINS -  
H. 984-9756  
C. 372-5198



## Floors 2. Your Door

Direct Outlet

8060 B N. Shadeland Ave. Indianapolis, IN 46250  
(317) 585-8522 phone (317) 585-8594 fax

RON CHAPMAN

522-8297 -

### Customer

Name Karen Randt  
Address [REDACTED]  
City Camel State IN ZIP 46033  
Phone [REDACTED]

Date [REDACTED]  
Address of Installation: same  
Invoice # [REDACTED]

Qty	Item	Description	Unit Price	TOTAL
1031-255P			\$3.99	4114.69
15x68		Vizcaya 744 Taupe Treasures installed over 7/16 8lb Pad Furniture - \$300.00		
		Install B4 Raceway - By 17 <sup>th</sup> 4-6 wks out (3 <sup>rd</sup> out in May)		\$300.00

### Payment Details

- ☐ Cash  
☒ Check # 49205  
☐ Credit Card

Type: \_\_\_\_\_  
Card #: \_\_\_\_\_  
Exp: \_\_\_\_\_

SubTotal 4914.69  
Shipping & Handling 60/3  
TOTAL incl. tax 4661.67

Office Use:

Paid In Full

We hereby propose to furnish the materials and labor as specified above completed in a substantial workmanlike manner for the sum total listed.

Respectfully submitted Ron Chapman

Acceptance of Proposal: Signature: Karen Randt Date: 3-20-08

This proposal is valid from 30 days of the date it was written.

Flooring the Future, Today!





MEASURE THUR 2:00  
SOLD BY RICK

## Floors Your Door

8080 B N. Shadeland Ave. Indianapolis, IN 46250  
(317) 585-8522 phone (317) 585-8594 fax

3-22-08

### Customer

Name JEFF DUPIN  
Address [REDACTED]  
City FORTVILLE IN State IN ZIP 46040  
Phone [REDACTED]

Date [REDACTED]  
Address of  
Installation:  
Invoice #: F2605

Qty	Description	Unit Price	TOTAL
<del>550</del>	WHISTLING COY #323 SMOKE		
<del>7413</del>	7/16 8/16 PAD (TITAN)		
	Installed w/ 7/16 -	\$3.99	
<del>12461</del>	NO PUR.		
	MEASURE ASAP		
	Install w/ 7/16 & 8/16		
	30" x 2"		
204			3133.44

### Payment Details

☐ Cash  
☒ Check # 4955 1/63 08  
☒ Credit Card

Type: \_\_\_\_\_  
Card #: \_\_\_\_\_  
Exp: \_\_\_\_\_

SubTotal  
Shipping & Handling

TOTAL incl. tax

Office Use:

BAL 1163.08  
BAL 1836.92

We hereby propose to furnish the materials and labor as specified above  
completed in a substantial workmanlike manner for the sum total listed.  
Respectfully submitted [Signature]

Bal to be paid before install.

Patricia J. Field

Acceptance of Proposal: Signature: [Signature] Date: \_\_\_\_\_

This proposal is valid from: 30 days of the date it was written.

Flooring the Future, Today!

4-6 weeks  
for install



# Floors 2 Your Door

Direct Outlet

8060 B N. Shadeland Ave. Indianapolis, IN 46250  
(317) 585-8522 phone (317) 585-8594 fax

## Customer

Name Jerry & Gwen Terrell  
Address [redacted] Indpls  
City [redacted] State IN ZIP 46259  
Phone [redacted]

Date 4-18-08  
Address of Installation: Same  
Invoice #: E2628

Qty	Description	Unit Price	TOTAL
12498 <sup>3</sup>	1179sf Deco Delight / 527	@ 4.25/sf	5010.25
	installed over 7/16 6lb pad		
	includes Furniture -		300. <sup>00</sup>
	includes Take up & haul away		
	includes 12 sf of gold gupper metal & vinyl		
	1/2 Down		
	1/4 Before Install		
	1/4 After Install		

Home Remodeling Show Discount

SPECIAL \$5400.<sup>00</sup> TOTAL

## Payment Details

- ☐ Cash  
☒ Check # 6646  
☐ Credit Card

Type: \_\_\_\_\_  
Card #: \_\_\_\_\_  
Exp: \_\_\_\_\_

SubTotal 5310.25  
Shipping & Handling 1x 350.75

TOTAL incl. tax 5400.00

Office Use: \$2700 Bond (4/18)  
Bal 2700.<sup>00</sup>

We hereby propose to furnish the materials and labor as specified above completed in a substantial workmanlike manner for the sum total listed.

Respectfully submitted [Signature]

Acceptance of Proposal: Signature: [Signature] Date: 4-18-08

This proposal is valid from 30 days of the date it was written.

Flooring the Future, Today!

